

Contract no. 969

LIBRARY
INSTITUTE OF MANAGEMENT
JUN 5 1989

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

HUDSON COUNTY BOARD OF CHOSEN FREEHOLDERS

AND

POLICEMEN'S BENEVOLENT ASSOCIATION

LOCAL 109

JANUARY 1, 1989 - DECEMBER 31, 1991

TABLE OF CONTENTS

PREAMBLE.....	PAGE 1
ARTICLE I - RECOGNITION.....	PAGE 2
ARTICLE II-A - DUES CHECK OFF.....	PAGE 3
ARTICLE II-B - UNION SECURITY CLAUSE.....	PAGE 4
ARTICLE III - NEGOTIATION LEAVE.....	PAGE 6
ARTICLE IV - FUNERAL LEAVE.....	PAGE 7
ARTICLE V - HOLIDAYS.....	PAGE 8
ARTICLE VI - VACATIONS.....	PAGE 9
ARTICLE VII - PERSONAL BUSINESS DAYS.....	PAGE 13
ARTICLE VIII - DEATH BENEFITS.....	PAGE 14
ARTICLE IX - CLOTHING ALLOWANCE.....	PAGE 15
ARTICLE X - GRIEVANCE AND ARBITRATION PROCEDURE...	PAGE 16
ARTICLE XI - UNION RIGHTS.....	PAGE 19
ARTICLE XII - SICK LEAVE.....	PAGE 21
ARTICLE XIII - SERVICE RECORDS.....	PAGE 26
ARTICLE XIV - TIME OFF FOR PBA OFFICIALS.....	PAGE 27
ARTICLE XV - LONGEVITY.....	PAGE 28
ARTICLE XVI - MILITARY LEAVE.....	PAGE 29
ARTICLE XVII - HOSPITALIZATION & HEALTH INSURANCE.	PAGE 30
ARTICLE XVIII - PRESCRIPTION DRUG PLAN.....	PAGE 31
ARTICLE XIX - DENTAL PLAN.....	PAGE 32
ARTICLE XX - RETIREMENT LEAVE.....	PAGE 33
ARTICLE XXI - SENIORITY.....	PAGE 34

TABLE OF CONTENTS
(CONTINUED)

ARTICLE XXII - COST OF PRINTING CONTRACT.....	PAGE 35
ARTICLE XXIII - HOURS AND OVERTIME.....	PAGE 36
ARTICLE XXIV - COURT ACTION AGAINST MEMBERS.....	PAGE 39
ARTICLE XXV - SALARY AND WAGES.....	PAGE 40
ARTICLE XXVI -SHIFTS ASSIGNMENTS & REPORTING TIME.	PAGE 42
ARTICLE XXVII - CLAIMS ADJUSTMENT.....	PAGE 43
ARTICLE XXVIII - SEVERABILITY AND SAVINGS.....	PAGE 44
ARTICLE XXIX - PLEDGE AGAINST DISCRIMINATION.....	PAGE 45
ARTICLE XXX - MANAGEMENT RIGHTS.....	PAGE 46
ARTICLE XXXI - WEAPONS.....	PAGE 47
ARTICLE XXXII - DURATION OF AGREEMENT.....	PAGE 48
ARTICLE XXXIII - EDUCATION INCENTIVE.....	PAGE 49
SIGNATURE PAGE -	PAGE 50
APPENDIX "A" -	PAGE 51
APPENDIX "B" -	PAGE 52
APPENDIX "C" -	PAGE 53

PREAMBLE

THIS AGREEMENT made this day of ,
1990, by and between the HUDSON COUNTY BOARD OF CHOSEN
FREEHOLDERS, hereinafter referred to as the "Employer" or the
"County" and the Policemen's Benevolent Association Local
109, hereinafter referred to as the "PBA" or the "Union", has
been created for the purpose of harmony and mutual
understanding between the Employer and the employees
represented by the Union in order that the operations of the
Correctional Facilities of the County of Hudson shall proceed
in an uninterrupted manner at all times. It is the intention
of both the Employer and the PBA that this Agreement
effectuate the policies of the New Jersey Employer-Employee
Relations Act, N.J.S.A. 34:13a-1 et seq. hereinafter
referred to as the "Act", and be construed in harmony with
the rules and regulations of the New Jersey Department of
Personnel.

WITNESSETH:

WHEREAS, the PBA represents a majority of public
employees in an appropriate negotiating unit as provided by
N.J.S.A. 34:13A-5.3;

WHEREAS, the Employer and the PBA have conducted
negotiations in good faith with respect to terms and
conditions of employment;

IT IS AGREED AS FOLLOWS:

ARTICLE I
RECOGNITION

The Employer recognizes the PBA as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all corrections officers below the rank of Sergeant who are, assigned to the Employer's Division of Corrections.

ARTICLE II-A
DUES CHECK OFF

Section 1. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregated deductions of all employees shall be submitted together with an itemized statement, to the Treasurer by the 15th day of the current month after such deductions are made.

Section 2. Any written designation to terminate authorization for check-off must be received, in writing, by the Employer and the Union by July 1st, and filing of a Notice of Withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which Notice of Withdrawal is filed.

ARTICLE II-B

UNION SECURITY-CLAUSE

Section 1. Upon the request of the Union, the Employer shall deduct a representation fee from the wages of each employee who is not a member of the Union.

Section 2. These deductions shall commence effective immediately, or thirty (30) days after the beginning of employment in the unit, or ten (10) days after re-entry into employment, whichever is sooner.

Section 3. The amount of said representation fee shall be certified to the Employer by the Union within five (5) working days after the signing of this agreement, which amount shall not exceed eighty-five (85%) per-cent of the regular membership dues, fees and assessments charged by the Union to its members.

Section 4. The Union agrees to indemnify and hold the Employer harmless against any liability, cause of action, or claims of loss, and to reimburse the Employer for all expenses in defending any claim whatsoever arising out of the implementation of this clause as a result of said deductions.

Section 5. The Employer shall remit the amounts deducted together with an itemized statement, to the Treasurer by the 15th day of the current month after such deductions are made.

Section 6. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.5 (L.1979 c.477). Membership in the Union shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system, or if the membership is not so available, the Employer shall immediately cease making such deductions.

ARTICLE III
NEGOTIATION LEAVE

Section 1. During negotiations for a successor Agreement, not more than four (4) Union representatives shall be excused from their normal work duties in order to participate in negotiations for such time periods as are deemed reasonable and necessary by mutual agreement between the Employer and the Union.

Section 2. Members of the Employees' negotiating team shall remain on their present shift throughout the duration of this agreement unless otherwise mutually agreed upon by both parties.

Section 3. Negotiations between the PBA and the County shall commence no later than 120 days from the termination of the current agreement now in full force and effect.

Section 4. The County shall honor all reasonable requests by the Union concerning information pertinent to the development of proposals, costs, programs and benefits necessary to develop Union proposals as well as all information necessary to process any grievance or investigate the possibility of one.

ARTICLE IV
FUNERAL LEAVE

Section 1. A death in an employee's immediate family shall not be charged against his/her compensatory days. Time off shall be given from the day of death until and including the day after the funeral, not to exceed three (3) days per death in the immediate family.

Section 2. Immediate family shall be defined as follows: Mother, Father, Son, Daughter, Sister, Brother, Husband, Wife, Son-in-law, Daughter-in-law, Mother-in-law, Grandparents, Grandchildren, Sister-in-law, Brother-in-law and Father-in-law.

Section 3. The number of leave days available to employees is increased to five (5) days when a funeral in the employee's immediate family is held out of the State of New Jersey.

Section 4. Employees may use accumulated sick leave to attend the funeral of a relative listed in the Sick Leave Article.

ARTICLE V

HOLIDAYS

Section 1. The Employer agrees to pay cash for fourteen (14) holidays. Payment for the holidays falling prior to June 30 will be paid for on July 15. Payment for holidays falling in the second half of the year will be paid for on or before the last payday of the calendar year.

Section 2. Recognizing that the Jail and Penitentiary employees work every day of the year regardless of holidays, the Employer shall agree to distribute the two (2) major holidays, namely Christmas Day and New Year's Day as days off on a fair and equitable basis and consult with the employee as to his/her preference.

Section 3. Officers shall receive compensatory time off for all extra holidays as granted in the discretion of the County for County employees.

ARTICLE VI

VACATIONS

Section 1. Effective January 1, 1989, the following vacation plan shall apply:

Effective 1/1/89:

<u>YEARS OF SERVICE</u>	<u>WORK DAYS OF VACATION</u>
0 - 1	- 1 Day Per/Month*
Beginning the 2nd yr. of employment through 5 yrs.	- 15 Days
Beginning the 6th yr. of employment through 15 yrs.	- 18 Days
Beginning the 16th yr of employment through 20 yrs.	- 20 Days
Beginning the 21st yr. of employment through 25 yrs.	- 25 Days
Beginning the 25th yr. of employment and over	- 25 Days
	+ 1 Day
	per/year
	up to 30
	days.

Effective January 1, 1990, the following vacation plan shall apply:

0 - 1	1 Day Per/Month*
2 - 5	15 Days
6 - 15	20 Days
16 - 24	25 Days
25+	25 Days + 1 Day per/year
	up to 30 days.

New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one-half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any vacation leave for that month.

Section 2. The following procedures will prevail in determining vacation schedules:

- A. Seniority by classification shall prevail in selection of vacation with the County retaining the right to temporarily assign officers from other shifts to staff any shifts where staffing levels drop below the accepted level due to vacation selection the temporary assignment of officers to other shifts is not arbitrable. Where qualified, transfers will be made on the basis of inverse order of seniority.
- B. No more than fifteen (15) percent of the entire classification shall be on vacation at any one time. Tour commanders shall ensure that if more than fifteen (15) percent of their complement is scheduled for vacation, replacements from other tours shall be temporarily assigned to fill such temporary vacancies created by vacations the temporary assignment of correction officers to fill vacancies created by vacations shall not be arbitrable.
- C. Vacation periods may commence on the last day of the previous tour providing the 15% rule in subsection B is adhered to.
- D. Vacations shall be selected by seniority.

The forty (40) most senior employees shall have the right to select vacations in accordance with the terms of this settlement, during the period January 1 to January 14. Those employees in this group who did not select vacation during this period, shall then select during the January 15 to January 28 period, with the next forty (40) most senior employees, the selection process shall continue in this fashion with increments of forty (40) employees selecting during each successive two (2) week period, until the selection process has been completed. If an employee is not able to be given any or all of his or her selected vacation, he shall be notified within the first week of the next selection, to enable him or her to have enough time to resubmit her or his selection during the following selection period.

- E. All members will submit addresses and telephone numbers where they may be reached in an emergency during vacation.

- F. No more than the maximum number of days authorized as conforming to provisions of length of service shall be taken in any one calendar year. Where in any calendar year the vacation, or any part thereof, is not granted by reason of pressure of county business, such vacation periods or parts thereof, not granted shall accumulate and shall be granted during the next succeeding calendar year only, as per Civil Service Regulation N.J.A.C. 4A: 6-1.2.
- G. All vacation pay shall be given to a member prior to her or his vacation leave, providing the employee gives the County two weeks notice.
- H. Any member whose employment is terminated shall receive his or her paid vacation pro-rated to the date of termination.

ARTICLE VII

PERSONAL BUSINESS DAYS

Section 1. Each employee shall receive three (3) personal business days effective January 1 of each year.

- (a) A minimum of one (1) officer per shift each day shall not be denied use of personal days on a first-come basis.
- (b) Such days shall not be used to extend vacations.
- (c) Personal Business Days shall accumulate in the same manner as vacation days.

Section 2. Except in emergent situations, employees must notify the Warden, or his designee, at least 72 hours prior to the personal day sought. Failure to so notify the Warden may result in denial of the requested personal day.

Section 3. In order to receive the three (3) personal days an employee must be on the active payroll as of January 1. Employees who are not on the active payroll as of January 1 shall receive personal days prorated at the rate of one (1) personal day for each full four (4) month period worked. Employees whose employment is terminated before the end of the full calendar year and who have taken more personal days than they earned on the prorata basis noted in the preceding sentence shall reimburse the County for the value of the excess days taken.

ARTICLE VIII
DEATH BENEFITS

Section 1. The estate of any Member of the bargaining unit who is killed in the performance of his or her correction duties shall be entitled to receive two (2) years' salary as a death benefit to be determined by the salary payable at the time of death of the officer.

Section 2. Overtime, prorated holiday and prorated vacation pay shall be paid to the member's estate within ninety (90) days after the death of the member.

ARTICLE IX
CLOTHING ALLOWANCE

The County Corrections Officers shall receive a clothing allowance of \$500.00 per year for the period covered by this Agreement. This allowance shall be paid by no later than the 31st of January.

ARTICLE X
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. A "grievance" shall be any difference of opinion, controversy, or dispute arising between the parties hereto relating to the alleged violation of, interpretation or application of any of the provisions of this agreement.

Section 2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days from the time the employee knew or should have known of its occurrence.

Section 3. Failure at any Step of this procedure to communicate the decision on a grievance shall permit the aggrieved employee to proceed to the next Step. Failure to respond at any Step within the specified time limits shall be deemed to be acceptance of the decision entered at that Step.

Section 4. It is understood that an employee shall, during and notwithstanding pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance has been fully determined.

Section 5. Grievance Procedure

Step One: The grievance shall be discussed by the employee involved and the Union representative with

the immediate supervisor designated by the Employer. The answer shall be in writing and made within three (3) days by such immediate supervisor to the Union.

Step Two: If the grievance is not settled through Step One the grievance shall within five (5) working days be reduced to writing by the Union and submitted to the Warden or any person designated by him. The answer to such grievance shall be made in writing with a copy to the Union within five (5) days of submission.

Step Three If the grievance is not settled at Step Two, the Union shall have the right within five (5) working days of receipt of the answer at Step Two to submit such grievance to the Personnel Director. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days after submission.

Step Four: If the grievance is not settled through Step Three, the grievant shall have the right to file an appropriate appeal to the New Jersey Department of Personnel or the PBA only shall have the right to file for binding arbitration. The filing of an appeal to the Department of Personnel must be filed within the time prescribed in Department of Personnel Regulations. The filing of an appeal to binding arbitration must be filed within five (5) working days following disposition at Step

Three. The arbitrator shall be selected in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

Section 6. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The arbitrator does not have the right to add to, subtract from, or modify this Agreement in any manner.

Section 7. Each party shall bear its own costs of the arbitration but the costs of the arbitrator's fees shall be borne by the Employer and the Union equally.

Section 8. Nothing herein shall prevent any employee from processing his or her own grievance provided the Union may be present as an observer at any hearing on the individual's grievance except that only the PBA or the County may file for binding arbitration.

Section 9. Disciplinary actions involving minor disciplinary actions shall be subject to binding arbitration.

ARTICLE XI
UNION RIGHTS

Section 1. A bulletin board shall be provided by the County in the members' annex locker room and another bulletin board in the main lobby of the jail. A bulletin board shall also be provided in a mutually convenient location in any correctional facility established during the term of this Agreement. The bulletin boards shall be for the sole and exclusive use of members of the Union in connection with PBA matters.

Section 2. In the event any officer is scheduled for a hearing conference in which the continuation of employment as a correction officer may be discussed or reviewed, the officer may request a representative of the PBA to be present with her or him and advise him or her in the proceedings.

Section 3. The PBA shall be granted reasonable use of office equipment which is present in the Department when said equipment is not in use. The PBA shall pay reasonable cost of all material utilized by the PBA for any reproduction and distribution of materials.

Section 4. The County shall honor all reasonable requests by the Union concerning information pertinent to the development of proposals, costs, programs and benefits

necessary to develop the Union proposal as well as all information necessary to process any grievance or investigate the possibility of one.

Section 5. The PBA shall be notified of any proposed new rules or modifications of existing rules governing working conditions before they are established.

ARTICLE XII

SICK LEAVE

Section 1. New employees shall receive one (1) working day for the initial month of employment if they begin work on the 1st through the 8th day of the calendar month, and one/half (1/2) working day, if they begin on the 9th through the 23rd day of the month. Employees who begin to work after the 23rd of the month are not entitled to any sick leave for that month.

Section 2. After the initial month of employment and up to the end of the first calendar year, employees shall be credited with one (1) working day for each month of service.

Section 3. After the first calendar year of service, employees shall receive fifteen (15) working days of sick leave at the beginning of each calendar year in anticipation of continued employment.

A. Employees shall be entitled to use accrued sick leave when they are unable to perform their duties by reason of:

1. Personal illness, injury or exposure to contagious disease; or
2. Illness, injury or exposure to contagious disease on the part of the member's spouse, child,

legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law and other relatives residing in the member's household.

B. Unused sick leave shall accumulate from year-to- year without limit.

C. Report of Absence on Sick Leave

1. If a member is absent for reasons that entitled him or her to sick leave, the record room officer shall be notified at least one (1) hour prior to the member's usual reporting time, except in emergent circumstances.

a. Failure to so notify the record room supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

b. Absence without notice for five (5) consecutive days shall constitute a resignation not in good standing.

D. Service-Connected Sickness, Injury or Disability Leave

1. Members covered under this Agreement will be paid their regular straight-time rate of pay for a period, not in excess of fifty-two (52) weeks, for each new and

separate service-connected sickness, injury or disability, commencing on the first day of any such service-connected injury or disability. Temporary disability benefits paid by Worker's Compensation Insurance to the member will be paid over to the County.

2. Intentional self-inflicted injuries or those service-connected injuries or disabilities resulting from gross negligence shall not be covered by the provisions of this Section.

3. Any member who accepts outside employment whose physical demands are equal to, or greater than, his or her normal police activities during the periods of service-connected sickness, injury or disability leave shall be deemed physically fit to return to duty and shall be subject to loss of service-connected sickness, injury or disability pay.

4. When such sickness, injury or disability leave is granted, the member shall not be charged with any sick leave time for such time lost due to such sickness, injury or disability.

E. Verification of Sick Leave

1. A member who shall be absent on sick leave may be required to submit acceptable medical evidence substantiating the need for sick leave. Abuse of sick leave

shall be cause for disciplinary action.

2. In the case of a member utilizing sick leave to attend to a sick or injured relative, the member may be required to supply acceptable medical evidence that:

- a. The relative was sick or injured; and
- b. The member's presence was required.

3. In case of leave of absence due to exposure to contagious disease, a certificate from the Department of Health, or employee's personal physician, if he or she so desires, may be required.

4. The County may require a member who has been absent because of personal illness, as a condition of his or her return to duty, to be examined by a County physician. Such examination shall establish whether the member is capable of performing his or her normal duties and that his or her return will not jeopardize the health of the member or other employees.

5. Failure to provide verification may result in denial of sick leave and may result in disciplinary action.

F. Sick Leave Incentive

1. Any member not using sick leave for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to five (5) days' pay. Such member shall have five (5) days

deducted from his or her sick leave for that year.

2. Any member utilizing the equivalent in hours of one or less of his or her sick days for a full calendar year may, at his or her option, receive compensation in the first payroll of the next year in an amount equal to four (4) days' pay. Such member shall have four (4) days deducted from his or her sick leave for the year.

ARTICLE XIII
SERVICE RECORDS

Each Member's service records, commendations and general personal file shall be available for inspection by said member. Upon the addition of any report or other writing to such file, notice thereof will be immediately given the member in order that he may reasonable inspect such writing.

ARTICLE XIV

TIME OFF FOR PBA OFFICIALS

Section 1. Time off, with pay, shall be granted the elected officers of the Union in order that they may attend one (1) regular PBA monthly meeting.

Section 2. Time off, with pay, shall be granted the PBA State Delegate of the Union in order that he or she may attend one (1) State and one (1) County PBA meeting monthly.

Section 3. Any employee who is a duly authorized representative of the Union shall be granted leave of absence, with pay in accordance with N.J.S.A. 40A:14-177.

Section 4. The President of the PBA shall receive all necessary time off from regular duties to attend State and County PBA business meetings.

Section 5. The President of the PBA shall be granted reasonable release time to attend meetings called by the Warden, County officials or Deputy Wardens concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA.

The President of the PBA may, at the discretion of the County, be granted reasonable release time to attend meetings called by State officials concerning matters relating to the operation of the facility or dealing with the health and welfare of members of the PBA. Requests to attend such State meetings will not be unreasonably

denied. However, the County's exercise of its discretion is not subject to binding arbitration.

ARTICLE XV

LONGEVITY

Employees shall receive longevity as follows:

\$ 200.00 Per Annum for 5 years or more of service;

\$ 400.00 Per Annum for 10 years or more of service;

\$ 600.00 Per Annum for 15 years or more of service;

\$ 800.00 Per Annum for 20 years or more of service;

\$1,000.00 Per Annum for 25 years or more of service.

ARTICLE XVI
MILITARY LEAVE

Military Leave shall be granted in accordance with present County policy and appropriate federal and state regulations.

ARTICLE XVII

HOSPITALIZATION AND HEALTH INSURANCE

Section 1. The Employer shall pay the full cost of family coverage for Blue Cross, Blue Shield, Major Medical and Rider J.

Section 2. The Employer shall pay the full cost of a \$5,000.00 Life Insurance Policy for each employee.

Section 3. The County reserves the right to select the carrier for all insurance plans or to self-insure, at its discretion, provided there is no reduction in the level of benefits.

ARTICLE XVIII
PREScription DRUG PLAN

Section 1. The County shall pay the cost of a Prescription Drug Plan with a \$1.00 copay.

Section 2. The Prescription Drug Plan shall cover the employer, spouse and dependent children.

ARTICLE XIX

DENTAL PLAN

The County Basic Dental Plan (level of Blue Cross/Blue Shield Basic Plan) shall cover the employee, his or her spouse and family.

ARTICLE XX
RETIREMENT LEAVE

Section 1. The retirement leave payment for an employee shall be calculated at the rate of one (1) day's pay for each three (3) days of unused annual accumulated sick leave. The maximum retirement leave payment to any one employee shall not exceed \$3,000.00.

Section 2. If the current budget does not permit immediate payment upon retirement, then such payment may be made after November 15, but in no event later than the following January. If an employee retires, but dies prior to the payment of the retirement leave, the County shall pay to the employee's estate the retirement leave pay.

Section 3. If an officer continues to work past minimum retirement age and dies while in the employ of the County, the retirement leave benefits shall be paid to the officer's estate in accordance with the procedures herein set forth.

ARTICLE XXI

SENIORITY

Section 1. Seniority is defined as the employee's total length of service with the County Division of Corrections, beginning with his or her date of hire.

Section 2. Seniority is understood to be in accordance with the New Jersey Department of Personnel Rules and laws.

Section 3. The County shall promptly advise the appropriate representative of the PBA of any changes which necessitate amendments to the seniority list.

Section 4. Permanent employees to be laid off will receive 45 days' notice, or 45 days' pay in lieu of the notice.

ARTICLE XXII
COST OF PRINTING CONTRACT

The County and PBA 109 each agree to pay one-half (1/2)
the printing costs of this Agreement in booklet form.

ARTICLE XXIII
HOURS AND OVERTIME

Section 1. The workday shall consist of eight (8) and one quarter (1/4) (including lineup) consecutive hours in a twenty four (24) hour period, except as mutually agreed to by the parties, or in the cases of emergency as determined by the Warden or his designee.

Section 2. Employees who work more than the regular workday as defined above, shall be entitled to a minimum of one (1) hour of pay at the overtime rate, for any part of an hour worked, subject to being retained for work for one (1) hour at the County's discretion.

Section 3. An employee who is held over beyond his or her normal workday and who is relieved during the first (30) minutes may elect to leave when relieved and receive thirty (30) minutes of pay at the overtime rate. If a superior officer directs an employee to leave at any time after the end of the regular workday, he/she shall receive one (1) hour of pay at the overtime rate.

Section 4. Any overtime worked shall be reported to the Officer in Charge of each tour and he or she, in turn, shall notify the proper authority as to the hours worked. All overtime shall be paid on a forty (40) hour basis.

Section 5. Officers shall be called in for overtime according to a list in order of seniority. The County may assign overtime on a mandatory basis in the event an insufficient number of officers respond to calls made pursuant to the preceding sentence.

Section 6. Members of the unit shall be paid at the rate of time and one-half for one-half hour of their lunch period if they are required to work during their lunch break.

Section 7 a. Court Appearance. The County shall pay all employees for appearance in Municipal Court, County and Superior Court, Juvenile Court, Grand Jury and A.B.C. proceedings, on their own time at time and one-half (1-1/2) with a four (4) hour minimum. Employees shall submit, in writing, all time spent in Court to the Officer in Charge.

b. Employees may not be retained for purpose of attaining the minimum of four hours if the appearance requires less time.

Section 8. Any Corrections Officer who is requested and returns to work during periods other than his or her regularly-scheduled shift shall be paid time and one-half for such work and guaranteed not less than four (4) hours' pay, regardless of the number of hours actually worked.

Section 9. For purposes of this Article, mandatory training shall be considered as time worked.

Section 10. Overtime checks shall be delivered to each officer within two pay periods after the overtime is earned and shall indicate thereon the portion which is overtime and the period covered.

ARTICLE XXIV

COURT ACTION AGAINST MEMBERS

Section 1. In all civil actions in which a member is a defendant for conduct arising within the scope of his or her employment, the Employer shall at its cost and expense furnish him counsel to defend him or her through the trial and appeal and in the event of a judgment against him, the Employer will indemnify him or her , except in cases of criminal or intentional wrong. The Employer shall have sole choice of the attorney.

In the event that a Member should choose to retain private counsel, he or she may do so at his or her expense except where it is inconsistent with or contrary to the Employer's interest or insurance coverage.

Section 2. In the event that any Corrections Officer is exonerated by a Court and also by any in-house disciplinary action any pay which has been suspended shall be returned and reinstated in full.

Section 3. Pursuant to N.J.S.A. 40A:14-155, the Employer shall provide the necessary means of defense for any officer who is a defendant in any action or legal proceeding arising out of, or incidental to, the performance of his or her duties. The procedure for implementation of this legal defense shall be governed by Appendix "C" attached to this contract.

ARTICLE XXV
SALARY AND WAGES

1. A. Wages shall be paid as follows:

<u>1988</u>	<u>01/01/89</u>	<u>01/01/90</u>	<u>01/01/91</u>
<u>SALARY</u>			
\$26,219]	→ \$29,365	→ \$32,900	→ \$36,200
26,145]			
24,132	→ 28,625	→ 27,125	→ 30,000
21,905]	→ 24,100	→ 25,325	→ 28,000
20,915]			
19,690]			
18,563]	→ 21,350	→ 23,125	→ 24,000
18,123]			
17,947]			
17,941]			
17,915]			
17,878]			
17,647]	→ 20,250	→ 21,125	→ 21,500
17,583]			
17,395]			
17,226]			
16,960]	→ 18,500	→ 19,000	→ 20,500
16,532]			
16,440]			
16,326]			
16,113]			
16,080]	→ 17,500	18,000	19,500

B. This salary guide will remain in effect but there shall be no automatic movement to the next step on January 1, 1992 subject to negotiations for a successor agreement.

C. Except as provided for above, each member of the Association shall move to the next higher step on January 1, 1990 and January 1, 1991. However, no member is eligible to move from Step 1 to Step 2 until he or she has been employed for one full year. Any member of Step 1 who has been employed for less than one full year as of January 1, 1990 or 1991 shall move to Step 1 on January 1, 1990 or 1991 as applicable. On the member's anniversary date of hire the member shall move to Step 2 and shall thereafter move to the next step on January 1.

ARTICLE XXVI

SHIFTS, ASSIGNMENT AND REPORTING TIME

Section 1. Whenever assignments and reporting times are changed, Corrections Officers should be notified at least forty-eight (48) hours ahead of time, circumstances permitting.

Section 2. Officers may bid by seniority for choice of shift assignments. The County shall, however, at all times, have the right to assign officers as needed in order to guarantee such adequate manning levels as the County, in its sole discretion, shall determine. Assignments made under this Section shall not be subject to arbitration under Article X, Section Five of this Agreement.

Section 3. Shift changes must be stable for a period of three (3) months before being eligible to bid for a new assignment.

Section 4. Except as noted below, job assignments become the responsibility of the Officer. The County is not responsible for transporting officers to their assignments or getting officers to their assignments on time.

Section 5. Employees who are assigned to one work location and who report to that location will be provided transportation if they are directed by a superior officer to report to another work location.

ARTICLE XXVII
CLAIMS ADJUSTMENT

Section 1. Where an employee's personal property is damaged or lost as a result of an incident arising out of or incidental to the lawful performance of his or her duties as a Corrections Officer, the County shall reimburse the employee for the replacement value of the property, except as follows:

- a. The County shall only be liable for loss or damage to jewelry or watches up to \$100.00.

Section 2. A claim for any such loss or damage must be reported to the County, in writing, within five (5) days of the loss or damage.

Section 3. At the County's option, an employee submitting a claim under this Article may be required to submit three (3) estimates in support of the claim. In such cases, the County shall reimburse the employee for the lowest estimated value of the claim.

Section 4. Employees who receive full or partial reimbursement from a third party, including insurance, for a claim paid pursuant to this Article, must reimburse the County for any amount of money received from the third party.

ARTICLE XXVIII

SEVERABILITY AND SAVINGS

Section 1. Should any part of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, such decision of the Court shall apply only to the specific portion of the Agreement effected by such decision.

Section 2. This Agreement contains the entire understanding of the parties and shall not be modified for the duration of this Agreement unless by mutual consent of the Employer and the Union.

ARTICLE XXIX

PLEDGE AGAINST DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. Employees shall retain all Civil Rights under New Jersey State Law. Both the County and the Union shall bear the responsibility for complying with this provision of the Agreement.

ARTICLE XXX

MANAGEMENT RIGHTS

Section 1. The Employer hereby retains the right to manage and control its Correctional Facilities and in addition, retains the right to hire, promote, transfer, discipline or discharge employees for just cause.

Section 2. The Employer, in accordance with applicable laws and regulations, retains full jurisdiction and authority over matters of policy and retains the right to relieve employees from duties because of lack of work or other legitimate reasons.

ARTICLE XXXI

WEAPONS

Section 1. Any officer in charge of any detail that leaves this institution, or goes anywhere on County business while in uniform shall be armed, only if qualified, for his or her own personal protection.

Section 2. All permanent Correction Officers who are qualified shall be armed coming to and leaving work while in uniform.

ARTICLE XXXII

DURATION OF AGREEMENT

Section 1. The provisions of this Agreement shall be effective January 1, 1989 and shall continue and remain in full force and effect to and including December 31, 1991, when it shall expire unless an extension is agreed to by both parties and expressed, in writing, prior to such date.

Section 2. All agreements made herein relative to wages and other benefits, as agreed upon, shall be retroactive to January 1, 1989 unless otherwise specifically provided.

Section 3. The terms of this Agreement apply to all employees on the payroll as of the date of this Agreement. The terms shall also apply to all persons who resigned in good standing, who retired or who were on medical leave of absence from January 1, 1989 until the date of this Agreement. Persons terminated for cause or who resign not in good standing between January 1, 1989 and the date of this Agreement are not entitled to benefits under this Agreement.

ARTICLE XXXIII

EDUCATION INCENTIVE

Employees shall receive annual compensation upon completion of college courses, provided the courses are job related and provided the employee receives the prior written approval of the Warden which approval shall not be unreasonably withheld. In order to receive the compensation noted below, the employee must receive a grade of "C" or its equivalent and must provide proof of the grade. The compensation schedule shall be \$10.00 per credit earned toward a degree up to this following maximum:

Associates Degree	\$ 750.00
Bachelor's Degree	1,500.00
Post Graduate Degree	2,000.00

This Agreement is subject to ratification by the Board
of Chosen Freeholders and the Membership of the PBA.

4-24-90 Robert L. Gennelly
DATE: PBA 109

Robert L. Gennelly
DATE: COUNTY OF HUDSON

4-24-90 Richard R. Roles
DATE: WITNESS

Richard R. Roles
DATE: WITNESS

APPENDIX "A"

The PBA agrees to participate on a salary holdback committee made up of a representative of each union to review the possibility of implementing a salary holdback during the term of this Contract.

The PBA's participation is conditioned on the participation of all other employee representatives. The PBA's agreement to this provision and participation of the committee does not relieve the County of its negotiations obligation under the New Jersey Employer Employee Relations Act, N.J.S.A. 34:13a.1 et. seq. concerning any such holdback.

APPENDIX "B"

The PBA agrees to participate on an insurance review committee made up of a representative of each union to review the possibility of changing insurance coverage during the term of this Contract.


The PBA's participation is conditioned on the participation of all other employee representatives. The PBA's agreement to this provision and participation of the committee does not relieve the County of its negotiations obligation under the New Jersey Employer Employee Relations Act, N.J.S.A. 34:13a.1 et. seq. concerning any such change in insurance coverage.


**DEFENSE FOR CORRECTION OFFICERS IN ACTIONS
ARISING OUT OF OR INCIDENTAL TO PERFORMANCE
OF DUTIES**

Upon receipt of summons and complaint arising out of or incidental to the performance of a Correction Officer's duties, such Correction Officer shall deliver the summons and complaint to the County Law Department within three days of receipt.

Within five days of receipt of summons and complaint by the County Law Department, the County shall advise said Correction Officer, in writing, of one of the following:

1. County Law Department shall defend the Correction Officer;
2. County Law Department shall appoint counsel to defend at no expense to the Correction Officer;
3. The County Law Department will advise such Correction Officer that he/she may retain private counsel of his/her own choosing, subject to the County's fee schedule, which must be agreed to by the Attorney selected by the Correction Officer;
4. If the County determines that it has no obligation to defend, the County shall notify the Correction Officer of such decision along with a written statement of the reasons for the determination that it has no obligation under the statute to provide a defense.


COUNTY OF HUDSON
11/9/87

 11/9/87
HUDSON COUNTY FRATERNAL ORDER
OF POLICE, LOCAL NO. 77

11/9/87